

Wednesday, February 17, 2016

Whereupon, the above-referenced matter came on for hearing at the Alcoholic Beverage Control Board, Reeves Center, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009.

1 CHAIRPERSON:

2 DONOVAN ANDERSON, Presiding

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4 BOARD MEMBERS:

5 NICK ALBERTI

6 RUTHANNE MILLER

7 JAMES SHORT

8 MIKE SILVERSTEIN

9 DANETTE WALKER

10

11 ALSO PRESENT:

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13 LOUISE PHILLIPS,

14 On Behalf of the District of Columbia

15 ANDREW KLINE,

16 On Behalf of the Licensee

17 ERIC HEIDENBERGER,

18 Licensee

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1 P R O C E E D I N G S

2 CHAIRPERSON ANDERSON: We'll now move to
3 a show cause hearing calendar, and the first
4 matter on our show cause hearing calendar is Case
5 No. 15-251-00083, the Mad Hatter. License No.
6 82646. Will the parties please approach?

7 MS. PHILLIPS: Louise Phillips, Assistant
8 Attorney General for the District of Columbia.

9 MR. KLINE: Good morning, Andrew Kline on
10 behalf of the licensee.

11 CHAIRPERSON ANDERSON: Good morning.

12 MR. HIDENBERGER: Good morning, Board
13 Members. Eric Heidenberger.

14 MR. KLINE: Internal manager of the
15 licensee.

16 CHAIRPERSON ANDERSON: Okay. All right.
17 Are there any preliminary matters in this case?

18 MS. PHILLIPS: Yes, Mr. Chair, there are.
19 It's my understanding the parties have an offer
20 and compromise to present to the Board. Would be
21 a fine of \$2,000 to be paid within 30 days or the
22 license will be suspended. Thank you.

1 CHAIRPERSON ANDERSON: All right. So,
2 Mr. Kline, on behalf of your client it's my
3 understanding that there's an offer and
4 compromise of \$2,000 and that the matter -- the
5 fine will be paid in 30 days. If it's not paid
6 in 30 days the license will be suspended. Is
7 this your understanding of the agreement?

8 MR. KLINE: Yes. It's our understanding
9 of the agreement and the licensee also
10 understands that if the agreement is accepted by
11 the Board it waives its right to formal hearing
12 and waives its right to appeal.

13 CHAIRPERSON ANDERSON: Thank you, Mr.
14 Kline. You know, one of the fun part of this is
15 that I have my spiel that I want to make.

16 MR. KLINE: I'm sorry.

17 CHAIRPERSON ANDERSON: But you're taking
18 my thunder away from me. But it is fine. I'm
19 happy with it. I appreciate it. Thank you very
20 much.

21 Seeing that there is an offer and
22 compromise of \$2,000 and that the licensee is in

1 agreement with this offer and compromise, I make
2 a motion that this matter be accepted. Is there
3 a second?

4 MR. SILVERSTEIN: Second.

5 CHAIRPERSON ANDERSON: Mr. Silverstein
6 has seconded the motion.

7 MR. ALBERTI: Can I ask a question?

8 CHAIRPERSON ANDERSON: Any discussions?

9 MR. ALBERTI: May I ask a question?

10 CHAIRPERSON ANDERSON: Yes, Mr. Alberti.

11 MR. ALBERTI: Mr. Kline, is your client -
12 - can I ask your client, are your cameras working
13 now?

14 MR. HIDDENBERGER: Correct.

15 MR. ALBERTI: Because part of the report
16 says that you had a power surge or something and
17 you couldn't provide video, and that's of very
18 much concern to us.

19 MR. HIDDENBERGER: Yeah, the power went
20 out and the recording device stopped recording.
21 And then we had an incident that occurred the
22 weekend after and we didn't notice that the

1 recording device had stopped. But everything is
2 operated now and we have provided footage.

3 MR. ALBERTI: So what do you -- what
4 remedies have you taken in the future to ensure
5 that it's always running?

6 MR. HIDDENBERGER: We are going to amend
7 our security plan. We've met with our security
8 company that does the cameras for us to try to
9 find ways so this doesn't happen again in the
10 future. But we're also checking it on a daily
11 basis to make sure that the device is recording.

12 MR. ALBERTI: Okay. Thank you.

13 CHAIRPERSON ANDERSON: Yes, Mr. Short?

14 MR. SHORT: Good morning, sir.

15 MR. HIDDENBERGER: Good morning, sir.

16 MR. SHORT: Do you have emergency backup
17 from emergency generators that if your club is
18 functioning and there is a blackout, I mean, do
19 you have any emergency backup lighting at all?

20 MR. HIDDENBERGER: For a generator? No,
21 we just have fire alarms --

22 MR. SHORT: Emergency power?

1 MR. HIDENBERGER: -- security lighting
2 system. But we don't have an actual generator
3 that would take over as a backup electricity.

4 MR. SHORT: So if you do have a power
5 outage your alarm system will work?

6 MR. HIDENBERGER: Correct.

7 MR. SHORT: It's required by law,
8 correct?

9 MR. HIDENBERGER: Correct.

10 MR. SHORT: Is there any way you can
11 connect that to your camera system or have that -
12 - so you don't have this problem again with your
13 cameras?

14 MR. HIDENBERGER: It's something that we
15 can --

16 MR. KLINE: We can look into that. I
17 believe, and you have more knowledge about this
18 than I do, Mr. Short, that most of the systems
19 are battery backed up with limited life on the
20 batteries. So I don't know that you could burden
21 that system with the functioning of a video
22 recording system which has motors and which have

1 high demand for power. So I don't know. We can
2 look into it, but --

3 MR. SHORT: I understand that. I was
4 just questioning because you know, if I had a
5 business similar to that I would want to have
6 emergency generator backup just in case something
7 happened downtown. And if I had a crowd of
8 people in -- I wouldn't want the batteries to go
9 down and people couldn't get out and then law
10 suits or whatever else could happen. Lord forbid
11 somebody gets injured. So that's really why I
12 was asking that question of this business person.

13 MR. KLINE: Understood.

14 MR. HIDENBERGER: Thank you.

15 MR. SHORT: Thank you.

16 CHAIRPERSON ANDERSON: Any other
17 questions? Hearing none.

18 [Vote taken.]

19 CHAIRPERSON ANDERSON: The matter passes
20 three, one, with Mr. Alberti opposing. Thank
21 you.

22 MR. ALBERTI: Thank you.

1 MR. HIDENBERGER: Thank you.

2 CHAIRPERSON ANDERSON: Ms. Randall will
3 give you the paperwork to sign.

4 [Whereupon, the above-entitled matter
5 concluded.]

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